

**Genevieve M. Benton**  
Paralegal  
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April 23, 2019

Board of Selectmen  
Natick Town Hall, 2<sup>nd</sup> Floor  
13 East Central Street  
Natick, Massachusetts 01760

**Re: Lookout Hard Cider LLC  
Amendment Application for an Alteration of Premises and Change of Hours**

To Whom it May Concern:

Enclosed please find an amendment application. This amendment will allow for an expansion of the tap room to include the 995 s.f. area depicted on the sketch plan provided and increase the service hours to be 11 AM for the Taproom and Greenhouse, increase the patio hours to be 12-8, and have Patio #2 have a seasonal license from April thru November.

Also enclosed, please find the following documents:

1. Check in the amount of \$200.00 representing the application fee;
2. Vote of the Corporate Board;
3. Floor Plan; and
4. Copy of the Lease Agreement.

Should you require any additional information, please do not hesitate to contact us.

Very truly yours,

Genevieve M. Benton  
Paralegal

Enclosures





*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
239 Causeway Street Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME Lookout Hard Cider, LLC d/b/a Lookout Farm

ADDRESS 89 Pleasant Street

CITY/TOWN Natick

STATE MA

ZIP CODE 01760

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input checked="" type="checkbox"/> Alteration of Licensed Premises                               | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input checked="" type="checkbox"/> Change of Hours                   |
|  |   | <input type="checkbox"/> Other  | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION  
239 CAUSEWAY STREET  
BOSTON, MA 02241-3396

## Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: afd4f149-8559-438d-920f-2623ee57907d

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Lookout Farm	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: **\$4.70**Date Paid: **4/23/2019 11:00:14 AM EDT**Total Amount Paid: **\$204.70**

## Payment On Behalf Of

License Number or Business Name:  
Lookout FarmFee Type:  
FILING FEES-RETAIL

## Billing Information

First Name:  
ChristineLast Name:  
GriffinAddress:  
311 Main StreetCity:  
WorcesterState:  
MAZip Code:  
01608Email Address:  
dtruex@bowditch.com



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*239 Causeway Street Boston, MA 02114*  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR MULTIPLE AMENDMENTS**

*Please select all of the amendments you are applying for:*

☐ **CHANGE OF CATEGORY**

DOR Certificate of Good Standing  
DUA Certificate of Compliance  
Change of Category Application  
Vote of the Corporate Board  
Abutter's Notification\*  
Advertisement\*  
Monetary Transmittal Form  
\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF LICENSE TYPE**

Change of License Type Application  
Vote of the Corporate Board  
Advertisement\*  
Monetary Transmittal Form  
\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF CORPORATE STRUCTURE**

DOR Certificate of Good Standing  
DUA Certificate of Compliance  
Change of Corporate Structure Application  
Business Structure Documents  
If Sole Proprietor, Business Certificate  
If partnership, Partnership Agreement  
If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth  
Vote of the Corporate Board  
Monetary Transmittal Form  
\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF CLASSIFICATION**

DOR Certificate of Good Standing  
DUA Certificate of Compliance  
Change of Classification Application  
Vote of the Corporate Board  
Abutter's Notification\*  
Advertisement\*  
Monetary Transmittal Form  
\$200 fee via PAYBILL website and Payment Receipt

*\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.*





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**APPLICATION FOR MULTIPLE AMENDMENTS**

*Please select all of the amendments you are applying for(continued):*

☐ **CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS**

**DOR Certificate of Good Standing**

**DUA Certificate of Compliance**

**Change of Officers/Directors Application**

**CORI Authorization** Complete one for the proposed manager of record. This form **must** be notarized with a stamp or raised seal.

**Business Structure Documents**

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**Vote of the Entity Board**

**Monetary Transmittal Form**

**\$200 fee via PAYBILL website and Payment Receipt**

☐ **CHANGE OF OWNERSHIP INTEREST (e.g. LLC Members, LLP Partners, Trustees etc.)**

**DOR Certificate of Good Standing**

**DUA Certificate of Compliance**

**Change of Officers/Directors Application**

**Financial Statement**

**CORI Authorization** Complete one for the proposed manager of record. This form **must** be notarized with a stamp or raised seal.

**Business Structure Documents**

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**Vote of the Entity Board**

**Purchase and Sale Agreement**

**Supporting Financial Records**

**Advertisement\***

**Monetary Transmittal Form**

**\$200 fee via PAYBILL website and Payment Receipt**

☐ **CHANGE OF STOCK INTEREST (e.g. New Stockholders or Transfer or Issuance of Stock)**

**DOR Certificate of Good Standing**

**DUA Certificate of Compliance**

**Change of Officers/Directors Application**

**Financial Statement**

**CORI Authorization** Complete one for the proposed manager of record. This form **must** be notarized with a stamp or raised seal.

**Business Structure Documents**

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**Vote of the Entity Board**

**Purchase and Sale Agreement**

**Supporting Financial Records**

**Advertisement\***

**Monetary Transmittal Form**

**\$200 fee via PAYBILL website and Payment Receipt**

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**APPLICATION FOR MULTIPLE AMENDMENTS**

*Please select all of the amendments you are applying for(continued):*

☐ **CHANGE OF CORPORATE NAME OR DBA**

DOR Certificate of Good Standing  
DUA Certificate of Compliance  
Change of Corporate Name/DBA Application  
Business Structure Documents  
If Sole Proprietor, **Business Certificate**  
If partnership, **Partnership Agreement**  
If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth  
**Vote of the Corporate Board**  
**Monetary Transmittal Form**  
**\$200 fee via PAYBILL website and Payment Receipt**

☐ **CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY**

DOR Certificate of Good Standing  
DUA Certificate of Compliance  
Change of Pledge of License, Stock or Inventory Application  
Pledge documentation  
Promissory note  
**Vote of the Corporate Board**  
**Monetary Transmittal Form**  
**\$200 fee via PAYBILL website and Payment Receipt**

☐ **CHANGE OF MANAGER**

**Change of Manager Application**  
**CORI Authorization** Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.  
**Vote of the Entity Board.**  
**Proof of Citizenship.** Passport, birth certificate, voter registration, or naturalization papers will be accepted.  
**Monetary Transmittal Form**  
**\$200 fee via PAYBILL website and Payment Receipt**



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**APPLICATION FOR MULTIPLE AMENDMENTS**

*Please select all of the amendments you are applying for(continued):*

☐ **CHANGE OF LOCATION**

Alteration of Premises/Change of Location Application  
Vote of the Corporate Board  
Supporting financial records  
Legal Right to Occupy This is either a lease or deed.  
Floor Plan  
Abutter's Notification\*  
Advertisement\*  
Monetary Transmittal Form  
\$200 fee via PAYBILL website and Payment Receipt

☒ **ALTERATION OF PREMISES**

Alteration of Premises/Change of Location Application  
Vote of the Corporate Board  
Supporting financial records  
Legal Right to Occupy This is either a lease or deed.  
Floor Plan  
Abutter's Notification\*  
Advertisement\*  
Monetary Transmittal Form  
\$200 fee via PAYBILL website and Payment Receipt

☐ **MANAGEMENT AGREEMENT**

DOR Certificate of Good Standing  
DUA Certificate of Compliance  
Management Agreement  
Vote of Corporate Board

*\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.*



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**APPLICATION FOR MULTIPLE AMENDMENTS**

*Please select all of the amendments you are applying for(continued):*

**Non-Profit Club's ONLY**

e.g. Veteran's Club

☐ **Non-Profit Club CHANGE OF OFFICERS/DIRECTORS**

**DOR Certificate of Good Standing**

**DUA Certificate of Compliance**

**Change of Officers/Directors Application**

**Business Structure Documents-Articles of Organization from the Secretary of the Commonwealth**

**Vote of the club signed by an approved officer**

**Monetary Transmittal Form**

**\$200 fee via PAYBILL website and Payment Receipt**

☐ **Non-Profit Club CHANGE OF MANAGER**

**Change of Manager Application**

**CORI Authorization** Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.

**Vote of the club signed by an approved officer.**

**Updated Officers and Directors\***

**\*Please ensure to update your officers and directors *simultaneously* or *PRIOR* to applying for a change of manager. It will be returned with no action taken if the officers and directors do not match ABCC records.**

**Proof of Citizenship.** Passport, birth certificate, voter registration, or naturalization papers will be accepted.

**Monetary Transmittal Form**

**\$200 fee via PAYBILL website and Payment Receipt**





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**APPLICATION FOR MULTIPLE AMENDMENTS**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Lookout Hard Cider, LLC	Natick	00059-PP-0768

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Expand the existing Taproom to include a contiguous area containing 995 s.f. of space on the front side of the existing building as it faces Pleasant Street. The space is wood-framed with a concrete slab foundation. The additional space is on the first floor and has three exit/entrances, which space will add additional seating capacity of approximately 33 patrons. Also, to amend the hours of operation in the Taproom and Greenhouse to commence at 11AM and the patios from 12 PM to 8 PM and to expand the season of the Large Patio to run from April 1 to November 1.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Jay Mofenson	Manager	jmoenson@lookoutfarm.com	508-651-1539

**2. AMENDMENT-Change of License Classification**

<input type="checkbox"/> <b>Change of License Category</b>	Last-Approved License Category	
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Category	
<input type="checkbox"/> <b>Change of License Class</b>	Last-Approved License Class	
Seasonal or Annual	Requested New License Class	
<input type="checkbox"/> <b>Change of License Type*</b>	Last-Approved License Type	
i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Requested New License Type	

**3. AMENDMENT-Change of Business Entity Information**

<input type="checkbox"/> <b>Change of Corporate Name</b>	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input type="checkbox"/> <b>Change of DBA</b>	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> <b>Change of Corporate Structure</b>	Last-Approved Corporate Structure	
LLC, Corporation, Sole Proprietor, etc	Requested New Corporate Structure	

**4. AMENDMENT-Pledge Information**

<input type="checkbox"/> <b>Pledge of License</b>	To whom is the pledge being made:	
<input type="checkbox"/> <b>Pledge of Inventory</b>		
<input type="checkbox"/> <b>Pledge of Stock</b>		



## 5. AMENDMENT-Change of Manager

### ☐ Change of License Manager

#### A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name	<input type="text"/>	Date of Birth	<input type="text"/>	SSN	<input type="text"/>
Residential Address	<input type="text"/>				
Email	<input type="text"/>	Phone	<input type="text"/>		
Please indicate how many hours per week you intend to be on the licensed premises		<input type="text"/>	Last-Approved License Manager <input type="text"/>		

#### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*

☐ Yes ☐ No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☐ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

#### C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name

#### D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☐ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

4/22/19

## 6. AMENDMENT-Change of Officers, Stock or Ownership Interest

☐ **Change of Officers/Directors**    ☐ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)**    ☐ **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☐ No

### CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

### MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?  
Please provide a copy of the management agreement.

☐ Yes ☐ No

## **AMENDMENT-Change of Officers, Stock or Ownership Interest**

### **6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

### **6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### **6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### **6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation



## 7. AMENDMENT-Change of Premises Information

☒ **Alteration of Premises:** (must fill out attached financial information form)

### 7A. ALTERATION OF PREMISES

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Expand the existing Taproom to include a contiguous area containing 995 s.f. of space on the front side of the existing building as it faces Pleasant Street.

#### PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Expand the existing Taproom to include a contiguous area containing 995 s.f. of space on the front side of the existing building as it faces Pleasant Street. The space is wood-framed with a concrete slab foundation. The additional space contains one room on the first floor and has three exit/entrances, which space will add additional seating capacity of 33 patrons.

Total Sq. Footage	995	Seating Capacity	33	Occupancy Number	33
Number of Entrances	2	Number of Exits	3	Number of Floors	1

☐ **Change of Location:** (must fill out attached financial information form)

### 7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

#### DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

#### OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☐ No

## 8. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

None, expansion of taproom using available space in existing building.

### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.



## APPLICANT'S STATEMENT

I, Jay Mofenson the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of Lookout Hard Cider, LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 04/02/2019

Title: Manager

### **ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

The applicant also wishes to amend the hours of operation in the Taproom and Greenhouse to commence at 10 AM and the patios to run from 12 PM to 8 PM and to expand the season of the Large Patio to run from April 1 to November 1.

### CORPORATE VOTE

The Board of Directors or LLC Managers of

Lookout Hard Cider, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Natick

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Apr 2, 2019

Date of Meeting

For the following transactions (Check all that apply):

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)          | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input checked="" type="checkbox"/> Alteration of Licensed Premises                               | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)   | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malty) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder        | <input checked="" type="checkbox"/> Change of Hours                   |
|  | <input type="checkbox"/> Other  |  | <input type="checkbox"/> Change of DBA                                |

"VOTED: To authorize

Jay Mofenson

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Jay Mofenson

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer/LLC Manager Signature

JAY S MOFENSON

(Print Name)

Corporation Clerk's Signature

(Print Name)

## ADDENDUM A

### 6. Change of Officers, Stock or Ownership Interest (Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed  
(Write "NA" if this is the entity being licensed)

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No



LANDLORD  
LOOKOUT FARM, LLC  
89 SOUTH PLEASANT STREET  
SOUTH NATICK, MA 01760

TENANT  
LOOKOUT HARD CIDER, LLC  
89 S PLEASANT STREET  
NATICK, MA 01760

### LEASE AGREEMENT

#### LOOKOUT FARM LLC & LOOKOUT HARD CIDER, LLC

Lookout Farm LLC (Landlord) and Lookout Hard Cider LLC (Tenant) enter into the following lease Agreement (hereafter "Agreement" or "lease") as outlined below.

1. The Landlord agrees to lease designated space and equipment to Tenant in the Farm Market building, the attached greenhouse, the two (2) adjacent patios and the designated outdoor spaces in the picnic and u-barn areas located at 89 South Pleasant Street, Natick, Massachusetts 01760
2. The term of the lease is three years beginning on January 5, 2018 and ending at 11:59 PM on January 4, 2021.
3. The lease may be extended beyond January 4, 2021 by mutual agreement of both parties, provided however, that such mutual agreement is executed on or before January 3, 2021
4. The lease may not be sublet or otherwise assigned to a third party by the Tenant without prior written approval by the Landlord, which Landlord may decline at its sole discretion.
5. The Tenant agrees to pay Landlord a base monthly rental fee of \$1,600.00 for the term of this Agreement.
6. The monthly rental fees are due on the first of each month and all payments are due, in full, within five (5) days of due date. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
7. The Tenant is responsible for all utilities, gas, electric, water and sewer, for the Farm Market building and equipment under Agreement unless otherwise stated. The Tenant agrees to pay all utility bills, in full, within five (5) days of receipt from Landlord. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
8. As an offset to the lower monthly fee of \$1,600, the Tenant also agrees to pay the utility expense used by the Landlord in the market building during the u-pick season.
9. The Tenant is responsible for any and all repairs, alterations and maintenance needs for the Farm Market building and equipment under Agreement, regardless of the cause, in a timely fashion.



10 The Landlord shall have no responsibility for any repairs, alterations or maintenance needs for the Farm Market building and equipment under Agreement regardless of the cause unless otherwise stated.

11 The Tenant needs prior written approval from the Landlord for any material alterations to the Farm Market building and equipment under Agreement

12 The Tenant acknowledges that it has inspected the Farm Market building and equipment which are the subject of this Agreement and accepts such as is

13 The Tenant agrees to return the Farm Market building and equipment covered by this lease to its original condition, without exception, within thirty (30) days, if requested by the Landlord, or automatically upon the termination of this Agreement, unless otherwise agreed with the Landlord.

14 The Landlord agrees to provide parking for Tenant employees at a location designated by the Landlord.

15 The Tenant agrees to keep the interior and exterior of the Farm Market building neat, clean, landscaped, clutter free and compliant with sanitary and health code regulations at all times

16 The Tenant is responsible for obtaining all Town and State permits, licenses and inspections as required by law.

17 The Tenant agrees that the hours of operation will not extend beyond 10:00 am to 8:00 pm daily without prior written approval of the Landlord.

18 The Tenant is responsible for trash disposal, professional pest control and service and for maintaining sanitary conditions at all times for the Farm Market building and equipment subject to this Agreement.

19 The Tenant shall maintain throughout the Lease Term the following insurance policies: (1) commercial general liability insurance in amounts of \$2,000,000.00 per occurrence or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, Landlord, Landlord's agents and their respective Affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, Landlord shall be named as an additional insured; (2) worker's compensation insurance, containing a waiver of subrogation endorsement in favor of and acceptable to Landlord; (3) \$ 1,000,000.00 in commercial auto liability insurance, including non-owned and hired vehicles. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverage required hereunder and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form and issued by companies reasonably satisfactory to Landlord.

20. The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers. The Tenant shall on demand reimburse the Landlord for all extra insurance premiums caused by the Tenants use of the Premises. If Tenant is required to install Fire Extinguishers, Tenant will be responsible for the cost and to contract with a qualified extinguisher contractor for installation and service of the extinguishers.

21. This Agreement shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Agreement to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

22. Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of any biologically or chemically active or other Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Premises. Tenant shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought onto the LANDLORD'S Property generally, any such Hazardous Materials except for use in the ordinary course of TENANT'S business. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by TENANT to LANDLORD upon demand as additional charges, but only if such requirement applies to the Premises or may be the result of the acts or omissions of the TENANT or any other person or entity acting under or on behalf of the TENANT during the term of this Lease. In addition, TENANT shall execute affidavits, representations and other necessary or appropriate documentation, from time to time, at LANDLORD's request concerning TENANT'S best knowledge and belief regarding the presence of Hazardous Materials on the Premises.

In addition to the indemnities set forth above, TENANT shall, at its own expense, remove, clean up, remedy and dispose of (in complete compliance with all applicable laws, rules and regulations), all Hazardous Materials generated or released by the TENANT or any other person or entity acting under or on behalf of the TENANT during the term of this Lease (or during such time as TENANT is in occupancy or possession of any part of the Premises), or at a future date, if the presence of Hazardous Materials relates back to TENANT'S Term under this Lease and was generated by or resulted from the operations of the TENANT. In performing its obligations hereunder, TENANT shall use licensed and insured contractors satisfactory to the LANDLORD, demonstrate that all necessary permits have been obtained and exercise best efforts to avoid interference with the use and enjoyment of the LANDLORD'S property generally by other Tenants, employees, guests and occupants thereof. The provisions hereof shall survive expiration or termination of this Lease



23. The Landlord shall, in no event, be liable for failure to perform any of its obligations under this Lease when prevented from doing so by causes beyond its reasonable control.

24. If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take appropriate steps to remedy such breach or default within twenty (20) days after written notice of such breach or default has been given by Landlord to Tenant, or if the leased premises hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after the expiration of the aforesaid fourteen (14) day or twenty (20) day period if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same and expel Tenant and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or other breach and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages.

25. This Agreement replaces and supersedes any and all prior agreements and/or arrangements whether written, verbal, implied or otherwise.

  
LANDLORD

1/4/2018  
DATE

  
TENANT

1/4/2018  
DATE

**CIDER TAP ROOM AT LOOKOUT FARM**  
89 PLEASANT STREET S. NATICK, MA

USE/OCCUPANCY- M (RETAIL)  
OCCUPANCY LOAD - 30 SF/ OCCUPANT  
TYPE OF CONSTRUCTION- V (UNPROTECTED)  
9000 SF ALLOWABLE

**EXISTING TAP ROOM + GREEN HOUSE**

3,003 SF  
3,003 SF/ 30 = 100 OCCUPANTS

**PROPOSED TAP ROOM EXPANSION**

995 SF  
995 SF/30 = 33 OCCUPANTS

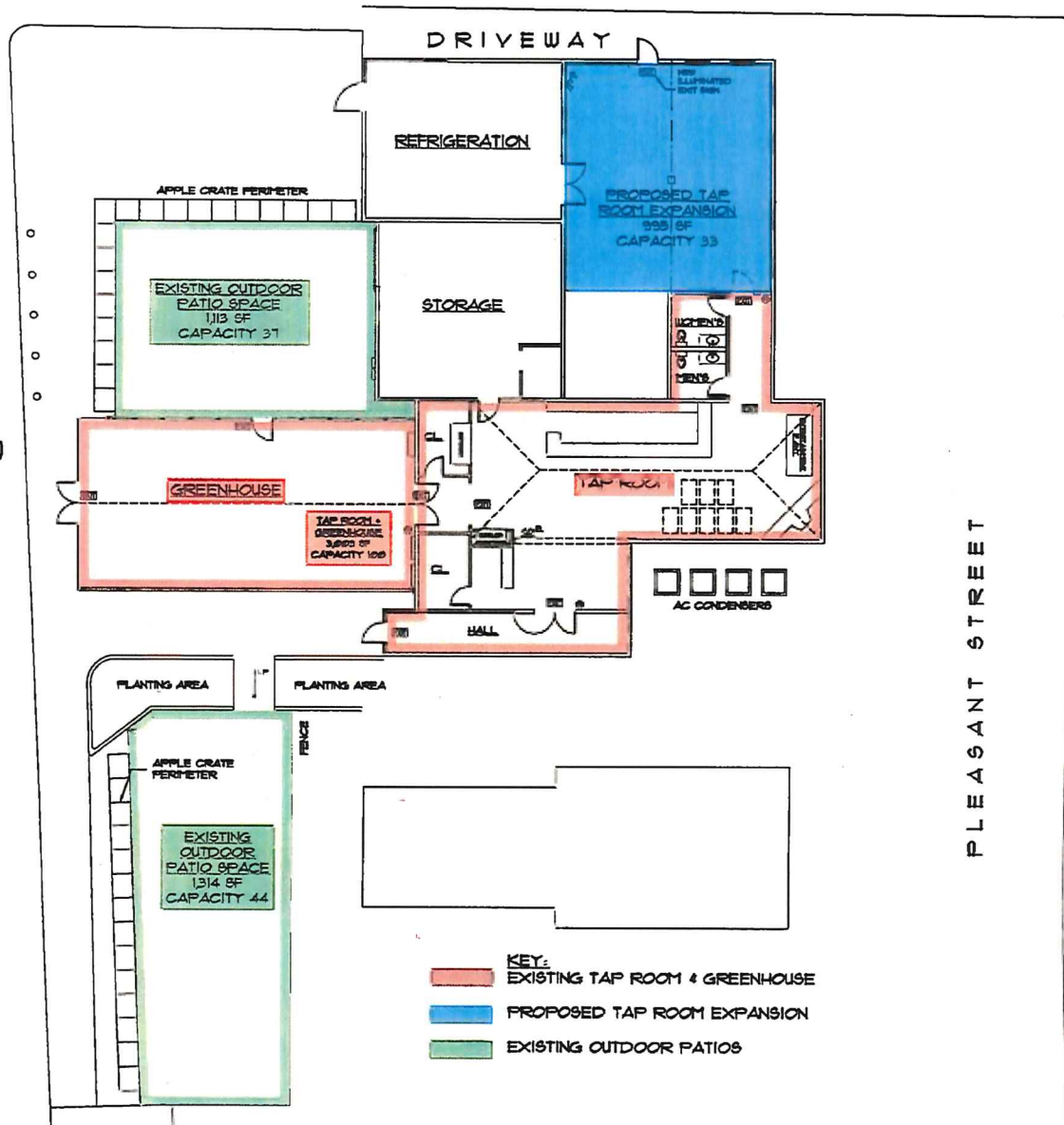
**EXISTING OUTDOOR PATIO SPACES**

2,783 SF  
2,783/30 = 81 OCCUPANTS

**PLUMBING FIXTURE REQUIREMENTS**

MALE	FEMALE
1 WC/500	1 WC/500
1 LAV/750	1 LAV/750

PARKING  
LOT



**GENERAL NOTES:**  
These drawings and specifications shall remain the sole and exclusive property of D. Michael Collins Architects as instruments of service. All drawings, sections of drawings, details, and design concepts shall be used only for the purpose intended by the Architect and shall not be copied, amended or reused at another site without the expressed written consent of the Architect. It is the responsibility of the Contractor to review these drawings and report any errors or discrepancies on the drawings, shop drawings, details, or associated sketches to the Architect before construction has commenced. Do not scale drawings.

**REVISIONS:**

**ISSUE DATES:**



**Cider Taproom  
at Lookout Farm**

89 Pleasant Street  
South Natick MA

**DRAWN: RER**

**SCALE: 1/16" = 1'-0"**

**DATE: 3.8.2019**

**DESCRIPTION:**

Floor

Plan

**DWG. #**

**A1.1**